

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.14378 OF 2023

WITH

IA(ST)/99210/2020 IN SA/149/2021

IN

SECOND APPEAL NO.149 OF 2021

Sanjiv Mahadeo Chafekar

...Applicant

IN THE MATTER OF

Maharashtra Jeevan Pradhikaran Ltd. & Ors.

...Appellants

Versus

M/s. C. R. Constructions

...Respondents

....

Adv. Ameya Pitale, a/w. Mr. Ajit Pitale & Mr. Siddharth Pitale, for Appellants.

Mr. Suyash Gadre, for Applicant.

....

CORAM : SANDEEP V. MARNE, J.

DATED : 20 FEBRUARY 2024.

P.C. :

This Application is filed by the Applicant seeking a direction to the Executing Court to decide the exact decretal amount as on the date of filing of the Interim Application with further direction to the Appellants to deposit the outstanding decretal amount before the Trial Court.

2. It must be observed that the Application filed by the Applicant is totally misconceived. This Court by, Order dated 07 April 2021, directed as under :-

2. It is stated that total amount due as per the order of the Court is Rs.75,14,354/-. Counsel for the Appellant states that the Appellants have already deposited Rs.27,02,222/- and that the said amount has been withdrawn by the Respondents-Plaintiffs. The balance amount due as per the impugned order is Rs.48,12,129/-. Learned counsel for the Appellants states that the Respondents-Plaintiffs have filed execution proceedings and the executing court has issued directions to seal bank account of the Appellants.

3. Considering the grounds raised in the appeal memo, the execution of the impugned judgment is stayed till the next date of hearing subject to the Appellants furnishing bank guarantee equivalent to 50% of the balance amount due i.e. Rs.48,12,129/-. The bank guarantee shall be furnished within a period of eight weeks. It is made clear that in the event the Appellants fail to furnish the bank guarantee, interim relief shall stand vacated without further reference to the Court.

3. Thus, the counsel appearing on behalf of Respondent in Appeal on 07 April 2021 agreed with the position that the decretal amount was Rs.75,14,351/-. Out of that amount an amount of Rs.27,02,222/- is already deposited, which is withdrawn by the Respondents. This left the balance amount of Rs.48,12,129/-. This Court directed that out of this balance amount of Rs.48,12,129/-, Appellants must furnish bank guarantee equivalent to 50% of that amount. It appears that accordingly the Appellants have furnished bank guarantee of amount of Rs.24,06,064.50. Thus, the total security offered by Appellant is $\text{Rs.27,02,222} + 24,06,064.50 = 51,08,286.50$. This is more than 50% of the decretal amount of Rs.75,14,351/-. In my view, therefore there is no necessity of directing deposit or furnishing guarantee for any additional amount by the Appellant. Interim Application, being misconceived, is rejected.

SANDEEP V. MARNE, J.

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